

**From:** Keith Mehlin  
**Sent:** Tuesday, June 17, 2008 9:11 AM  
**To:** Judith Ridgeley  
**Subject:** council tow memo.doc

This goes with the resolution from Dick Wade in reference to the police tow contract.

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# **C O U N C I L   B L U F F S   P O L I C E D E P A R T M E N T**

## **O F F I C E   O F   T H E   C H I E F   O F   P O L I C E M E M O R A N D U M**

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**DATE:** Tuesday, June 17, 2008  
**TO:** Mayor Hanafan, Council Members  
**FROM:** KA Mehlin  
**RE:** Tow Contract  
**RESOLUTION:** 08-191

The police tow contract expires this year so a new contract was open for bidding. Two companies submitted bids, Arrow Towing and Jay B's Towing.

The purpose of this memo is to point out some of the differences in the tow contract proposals from Jay B's and Arrow Towing.

I have added to the end of this memo the difference in the actual towing costs between the two bidders. Arrow is cheaper than Jay B's on actual towing costs. One other difference is that Jay B's stated on their bid proposal that they would discount the storage on auctioned vehicles to what the state will reimburse. The state will reimburse the city \$5 per day storage fees on auctioned vehicles. I take that statement to mean that instead of charging the city \$14 a day, as the proposal states in that section, Jay B's will discount that fee to \$5. Thus, the city does not have to pay Jay B's any storage fees on auctioned vehicles. Other people, who do not have their vehicle auctioned, will pay the \$14.

The proposal from Arrow is \$10 per day. (I am using passenger cars as an example as that is what we do the most volume in.) Arrow did not include the state reimbursement discount in their bid, but it is my understanding that they later stated that they would when they learned of that practice.

I attempted to get a value of that discount, but could not. We have no way of tracking that value.

There are two other issues that need to be noted in the proposals. The bid document states that the contractor will have enough space for a minimum of 300 stored vehicles. It also states that the lots shall be adjacent to each other, and secured by a tight fence not less than six feet in height, secured from unauthorized entry.

5A

In regards to the 300 vehicle storage capacity issue, a lot of the property that Arrow Towing uses for storage actually belongs to the Burlington Northern Santa Fe Railroad. Arrow has apparently been using that property for some time, and even has railroad property fenced in and is currently storing items on that ground. They apparently have no written agreement with the railroad, and I am unsure how or why they continue to use it. However, even if you count the railroad property, Arrow does not have space for 300 cars.

According to our calculations, they have usable space for 101 vehicles without the railroad property, 179 counting the property they do not own. This does not include the property that Arrow is claiming on 7<sup>th</sup> Ave. With that property, they would have the 300 spaces, if you include the railroad property. That lot is not adjacent to the other lots, and is not fenced at this time. It is about one block from the other lots. When speaking to the attorney for Arrow, he stated that if he got the contract, he would fence it. I would also note that the 7<sup>th</sup> Ave. lot is not listed on the original bid proposal. It is outlined on a separate sheet of paper on an aerial view map. I do not know when he made the city aware that he had that property.

Using the same method to calculate useable space, Jay B's has 224 spaces. Their lots do appear to be adjacent to each other.

We currently have some lot security issues, which I believe will be magnified if the 7<sup>th</sup> Ave. lot is used for storage.

Keith Mehlin

Vehicle Description	Number Towed	Jay B Price	Arrow Price	
Passenger Cars and 1/2 Ton Pickups	1270	\$50,800.00	\$44,450.00	
Motorcycles	26	\$1,040.00	\$780.00	
Farm	1	\$10.00	\$5.00	
Semi	2	\$80.00	\$50.00	
Motor Homes	4	\$140.00	\$80.00	
Totals		\$52,070.00	\$45,365.00	

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PREPARED BY: City Legal Department, 209 Pearl Street, Council Bluffs, IA 51503  
RETURN TO: City Clerk, 209 Pearl Street, Council Bluffs, IA 51503

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RESOLUTION NO. 08-191

A RESOLUTION REJECTING THE BIDS RECEIVED FOR THE TOWING CONTRACT AND EXTENDING THE CURRENT CONTRACT BY TWO MONTHS.

WHEREAS, the City requested and received bids for the police towing contract; and

WHEREAS, it is in the City's best interest to reject the bids and extend the current contract for two months.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA

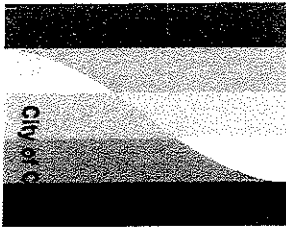
That the bids for the towing contract are hereby rejected and the current towing contract is extended for a period of two months.

ADOPTED  
AND  
APPROVED July 14, 2008

\_\_\_\_\_  
Thomas P. Hanafan, Mayor

ATTEST: \_\_\_\_\_  
Judith Ridgeley, City Clerk

C.A. 6/23/08



OFFICE OF:  
FINANCE DEPARTMENT  
PURCHASING DIVISION  
(712) 328-4607

**CITY OF COUNCIL BLUFFS, IOWA**

**PURCHASING DIVISION**

**APRIL 4, 2008**

**PRICE INQUIRY**

**PLEASE REVIEW THE ATTACHED CONDITIONS AND SPECIFICATIONS FOR  
THE TOWING AND STORAGE OF MOTOR VEHICLES**

From the public streets, alleys, highways and all other public places of Council Bluffs, Iowa, as directed by the Council Bluffs, Iowa, Police Department.

The above to be in strict accordance with City Specifications and Agreement now on file in the City Purchasing Office, City Hall.

If you wish to bid, complete the Price Inquiry Proposal Form and return it to the City Purchasing Office, 209 Pearl Street, Council Bluffs, Iowa, 51503, clearly marked,  
**"Tow-In and Storage Price Inquiry to be opened at 2:00 p.m. on April 29, 2008."**

**FOR THE CITY OF COUNCIL BLUFFS, IOWA**

**KAREN L. SMITH  
ACTING PURCHASING OFFICER**

## **TOWING AND STORAGE OF MOTOR VEHICLES PRICE INQUIRY**

### **THIS IS AN ALL OR NONE PRICE INQUIRY**

### **INSTRUCTIONS TO BIDDERS**

The City of Council Bluffs, Iowa, is interested in receiving firm price quotations for the Towing and Storage of Motor Vehicles from the public streets, alleys, highways and all other public places of Council Bluffs, Iowa, as directed by the Council Bluffs, Iowa Police Department.

### **SCOPE**

The term of this price inquiry is for a period of five (5) years commencing on July 1, 2008 and expiring July 1, 2013.

### **PRICE ESCALATOR CLAUSE**

Each year, by May 1<sup>st</sup>, the successful vendor may present in writing to the Chief of Police, adjusted pricing on bid items and the adjusted pricing shall be based on the percentage of movement of the United States Department of Labor, Consumer Price Index, Urban Consumers, All Items, Unadjusted (CPI-U) for the twelve (12) month period ending March 31<sup>st</sup> of each calendar year of the bid term. The CPI-U percentage movement that is applied to the items will be verified and approved by the Purchasing Office before the new changes go in effect.

STATEMENT OF INTENT / NONDISCRIMINATION

AND EQUAL OPPORTUNITY

The Contractor does hereby certify to the City of Council Bluffs, Iowa, that no person shall in any way be favored or discriminated against because of his race, creed, color, sex, national origin, political or religious affiliations. We agree to file with the City and maintain an acceptable Affirmative Action Program for federally assisted contracts equal to or in excess of \$10,000.00, and an Equal Opportunity Policy Statement for federally and non-federally assisted contracts in amounts less than \$10,000.00. It is understood that noncompliance with any of the aforementioned stipulations will subject any and all existing contracts with the City to suspension, termination or cancellation.

Bidders are advised should your organization be awarded a contract by the City exceeding \$10,000.00, you will be required to submit a copy of your current Affirmative Action Plan or complete the City's Affirmative Action format prior to contract execution.

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
EXECUTIVE OFFICER

\_\_\_\_\_  
EQUAL OPPORTUNITY OFFICER

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS AND TELEPHONE NUMBER  
OF EQUAL OPPORTUNITY OFFICER

## **CITY OF COUNCIL BLUFFS, IOWA**

### **SPECIFICATIONS FOR TOWING AND STORAGE OF VEHICLES FOR THE CITY OF COUNCIL BLUFFS, IOWA**

2008-2013

#### **1.00 SCOPE OF WORK:**

The contractor shall furnish all personnel, supervision, materials, equipment, secured storage service in accordance with the provisions of the Specifications, the various provisions of the Contract Documents, and the statutes of the State of Iowa and ordinances of the City of Council Bluffs, Iowa.

#### **2.00 SERVICES PROVIDED:**

- 2.10 Contractor shall tow in and store at the various secured storage yards set forth in this bid proposal any vehicle taken into custody by any officer of the Council Bluffs Police Department, as requested by any member of the Council Bluffs Police Department, and to impound same under the direction of the Council Bluffs Police Department.
- 2.20 Contractor shall provide towing service on a twenty-four (24) hour, seven day a week basis.
- 2.30 Contractor shall have qualified towing personnel on duty and available for service on a twenty-four (24) hour basis. Contractor shall provide personnel in attendance at the secured storage yard locations and shall provide Police access to said storage yard locations for purposes of investigation on a twenty-four (24) hour basis. Contractor shall maintain reasonable daily business hours, seven days a week, to enable the public to obtain the release of vehicles towed to or stored within Contractor's storage yards.
- 2.40 Contractor shall provide a daily report to the Chief of the Council Bluffs Police Department or his designees of the vehicles towed in, and/or held in storage under the terms of the contract. Contractor shall maintain written books of account and records as may be prescribed by the Chief of Police in order to accurately account for all vehicles, transactions, funds and money related to the contract.

2.50 Contractor shall be required to remove or clean up all debris caused by an accident in which said contractor has been notified by a member of the Council Bluffs Police Department for services needed in accordance with this contract.

2.60 Contractor's secured storage yards shall be the site of periodic public auctions conducted pursuant to state law. The dates and hours of such public auctions shall be as designated by the Police Chief, or his designee. Contractor shall provide assistance in this activity, including, but not limited to:

- (a) Aligning vehicles to facilitate the auction.
- (b) Marking, numbering or otherwise identifying the vehicles subject to auction.
- (c) Allowing inspection of vehicles prior to sale at such times designated by the Chief of Police or his designee.

2.70 RESPONSE TIME:

The maximum response time for an initial call for service shall be twenty (20) minutes. Contractor shall specify in bid proposal guaranteed response time for calls for service requiring the concurrent use of one (1), two (2), three (3) and four (4) wreckers.

2.80 NO TOW RUN:

Contractor shall provide a "no tow run" service fee for which they will charge a lesser fee, as determined by his/her bid. A "no tow run" occurs when the contractor is called to a location by the Police and, prior to hookup, is informed by the Police that a tow will not be required.

2.90 Contractor shall release personal property contained in vehicles impounded at the direction of the Council Bluffs Police Department to parties authorized by said department to receive said property prior to the release of the impounded vehicle.

3.00 SECURED STORAGE YARDS AND BUILDINGS:

3.10 Contractor shall provide secured storage yards to store a minimum of three-hundred (300) motor vehicles. Said storage yards shall be adjacent to each other, shall be secured by a tight fence not less than six (6) feet in height, and secured from unauthorized entry.



- 3.20 Contractor shall also provide an enclosed, secure storage building with a minimum capacity of two (2) motor vehicles. This facility will be used for the storage of vehicles at the discretion of the Police Department.
- 3.30 All storage yards and buildings shall be located within a three (3) mile radius of the Council Bluffs Police Headquarters.
- 3.40 Storage area shall be in compliance with all applicable codes by the effective date of said contract.
- 3.50 The above described facilities shall be available for inspection by the City on May 15, 2008.

#### 4.00 EQUIPMENT:

- 4.10 At the time the bid is made, the Contractor must have the following equipment, which he/she can verify ownership of or show proof of long term lease extending through the completion date of this contract:
  - (a) Two (2) small wreckers (10,000 GVWR)
  - (b) One (1) large wrecker (24,000 GVWR)
  - (c) One (1) flatbed truck
- 4.20 Upon the acceptance of a Contractor's bid by the City, the Contractor must have the following additional equipment by May 15, 2008, which he/she can verify ownership of or show proof of a long term lease extending through the completion date of the contract:
  - (a) One (1) small wrecker (10,000 GVWR) and
  - (b) One (1) large wrecker (24,000 GVWR)
- 4.30 The Contractor shall have the above described equipment available for inspection by the City by May 15, 2008.
- 4.40 Nothing contained in the Specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The Contractor (bidder) shall be fully responsible to the City for the acts and omissions of any and all subcontractors.

#### 5.00 OFFICE:

Contractor shall maintain an office or such other facility through which he may be contacted by telephone on twenty-four (24) hour basis.

6.00 POINT OF CONTACT:

All dealings, contacts or notices required by the Contract between the Contractor and the City shall be directed by the Contractor to the Police Chief, Council Bluffs Police Department, 227 So. 6<sup>th</sup> Street, Council Bluffs, Iowa, 51501, and by the Contractor's designated Agent by name, address and telephone number on the bid proposal. Any change in agent, address or telephone number shall be reported by the parties in writing within three (3) days of any change.

7.00 TERM:

7.10 The services identified in these Specifications shall commence at 12:00 noon, Central Standard Time (CST) on the first day of July, 2008, and shall terminate at 12:00 noon, Central Standard Time (CST) on the first day of July, 2013, unless otherwise specified in the form of Contract, or unless the same shall be sooner terminated in accordance with any other term of the contract.

7.20 In the event of termination or cancellation, under the terms of the contract, the Contractor shall keep and store any and all vehicles which shall have been towed onto or upon his/her premises under the terms of this Agreement until such time as said vehicles may or shall have been released to the owners thereof or otherwise disposed of as provided by law. Contractor shall fully and completely perform all the covenants and conditions imposed upon him by the terms of these Specifications and Contract with respect to such vehicles, until such times as they have been disposed of as referred to herein.

8.00 INSURANCE:

The Contractor shall carry as a minimum the insurance coverage listed below and shall furnish adequate proof thereof in the form of Certificates of Insurance to the City as follows:

COVERAGES	LIMITS OF LIABILITY
A. Automobile-Bodily Injury	2,000,000
B. Automobile-Property Damage	1,000,000
C. Garage Keeper's Liability	100,000
D. Comprehensive General Liability	1,000,000 combined single limit comprehensive general liability, must include completed operations, broad form property damage, extended bodily injury, and contractual liability.
E. Worker's Compensation	Statutory limits must include broad form all states endorsements.

All insurance shall be by insurers acceptable to the City, and before commencement of work hereunder, Contractor agrees to furnish the City with Certificates of Insurance or evidence satisfactory to the City to the effect that such insurance has been procured and is in force. Said policies shall require a thirty (30) day notice to the City prior to cancellation.

Contractor shall further indemnify, agree and guarantee to defend and save the City harmless from any and all claims for damages alleged to have been sustained by the owners of vehicles impounded under the provisions of this Contract, and from the claims of any other person or persons for property claimed to have been damaged or lost by reason of the impoundment of any such vehicle, while the same are in the possession of and under the control of the Contractor.

9.00 CONTRACT:

The successful bidder must execute a written Contract in the approved form within ten (10) days after award of Contract.

10.00 TERMINATION OR CANCELLATION OF CONTRACT:

The City reserves the right to cancel or terminate the Contract by thirty (30) days written notice to Contractor. Contractor shall receive as liquidated damages those sums due under the terms and conditions of Section 7.20 of the Bid Specifications.

11.00 SPECIFICATION COMPLIANCE AND RIGHT OF INSPECTION:

11.10 Contractors, in order to bid on the Contract, must be capable of providing Specification Compliance at time of bid.

11.20 During the term of the Contract, the City reserves the right to periodically inspect the equipment, storage yard and storage enclosure location and verify ownership or lease documents of equipment.

12.00 CONSIDERATION AND PAYMENT:

12.10 The Contractor may collect as consideration for the towing and storage of vehicles under the terms and conditions of the Contract such towing charges and storage fees as are provided in the accepted bid proposal. Said charges and fees are to be paid by the owner, or his/her authorized representative, when said vehicle is authorized to be released by the Council Bluffs Police Department; or shall be paid by the City in the event such vehicle is not claimed by the owner or his/her authorized representative and is otherwise disposed of according to law.

- 12.20 Contractor shall receive as additional compensation a reasonable amount for additional services performed for and reasonably related to, the vehicle recovery and towing services required under the Contract. Any claim for additional compensation must receive the approval of the Chief of Police.

### 13.00 CHARGES AND FEES:

- 13.10 Charges shall be those submitted by the bidder on the "Bidder's Proposal". A "police tow" shall mean the Contractor has been directed by a member of the Council Bluffs Police Department to tow a vehicle and/or equipment to the Police facility upon one (1) of the following conditions:

1. Abandoned vehicles.
2. Traffic Hazards.
3. Serious accidents involving personal injury.
4. Investigations requiring the vehicle for evidential reasons.
5. In custody arrests in which a vehicle must be made secure.
6. No preference of wrecker.

- 13.20 Charges shall be those submitted by the bidder on the "Bidder's Proposal". A "winching charge" shall apply to the following vehicles and/or equipment only. Any other winching charges shall be in accordance with the conditions of Section 12.20 of the Bid Specification.

1. Passenger cars and ½ ton trucks.
2. ¾ - 1 ton trucks and straight trucks.
3. Straight trucks over 1 ton.
4. Semi-tractor trailers.
5. Motorcycles.
6. Farm tractors.
7. Motor homes.
8. Heavy equipment.
9. Buses.

### 14.00 EQUAL OPPORTUNITY:

Contractor shall execute and file a nondiscrimination and equal opportunity statement or an approved affirmative action program in a form to be approved by the City and statement as to nondiscrimination and equal opportunity.

15.00 CONTRACT ADMINISTRATION:

Performance under these Specifications shall be at all times subject to the direction, revisions and regulations of the Chief of the Council Bluffs Police Department. Failure to obey any reasonable order or regulation shall constitute a breach of contract by the Contractor.

16.00 APPLICABLE LAW:

The laws of the State of Iowa and ordinances of the City of Council Bluffs, Iowa, as same may be from time to time amended, shall apply for the purpose of this Contract.

17.00 PERFORMANCE BOND:

The Contractor will be required to furnish a surety bond as security for the performance of the Contract in the amount of five thousand (\$5,000) dollars. The surety on the bond shall be a duly authorized surety company authorized to do business in the State of Iowa. The premium for such bond shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond which must be in the City Clerk's possession by May 29, 2008. Said bond shall have an effective date of July 1, 2008 and be for the term of this agreement.

**BID PROPOSAL**  
**FOR THE TOWING EQUIPMENT AND STORAGE FACILITIES**  
**CITY OF COUNCIL BLUFFS, IOWA**

2008-2013

TO: Mayor  
City of Council Bluffs, Iowa  
c/o Purchasing Officer  
209 Pearl Street  
Council Bluffs, Iowa 51503

The undersigned proposes to perform the service, duties and obligations of the Contractor as set forth in the "Specifications for Towing and Storage of Vehicles for the City of Council Bluffs, Iowa, 2008-2013, as follows:

	<b>Charges and Fees Including Debris Cleaning</b>	
	<b>TOWING</b>	<b>DAILY STORAGE</b>
Passenger Cars and ½ Ton Trucks	\$ _____	\$ _____
3/4-1 Ton Straight Trucks	\$ _____	\$ _____
Straight Trucks over 1 Ton	\$ _____	\$ _____
Semi-Tractor Trailers	\$ _____	\$ _____
Motorcycles	\$ _____	\$ _____
Farm Tractors	\$ _____	\$ _____
Motor Homes	\$ _____	\$ _____
Heavy Equipment	\$ _____	\$ _____
Buses	\$ _____	\$ _____
Other Vehicles:		
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

## BID PROPOSAL (PAGE 2)

<b>Winching Charges:</b>	<b>Per Hour</b>
Passenger Cars and ½ Ton Trucks	\$ _____
¾-1 Ton Straight Trucks	\$ _____
Straight Trucks over 1 Ton	\$ _____
Semi-Tractor Trailers	\$ _____
Motorcycles	\$ _____
Farm Tractors	\$ _____
Motor Homes	\$ _____
Heavy Equipment	\$ _____
Buses	\$ _____

### **No Tow Run:**

No Tow Run-flat fee (as defined in 2.80 of Specifications) \$ \_\_\_\_\_

Storage facilities (Attached as Schedule A), Specifications 3.00 – 3.40.

Available Equipment at date of bid (Attached as Schedule B), Specifications 4.00-4.30.

Guaranteed Response Times (Attached as Schedule C), Specification 2.00-2.70.

## **SCHEDULE A**

### **DESIGNATED STORAGE FACILITIES**

<b>Address</b>	<b>Type (Yard or Building)</b>	<b>Capacity in Passenger car Spaces</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## SCHEDULE B

### DESIGNATION OF AVAILABLE EQUIPMENT AT DATE OF BID

Year	Make	Model	Capacity	Type of Body

## SCHEDULE C

### GUARANTEED RESPONSE TIMES

Contractor guarantees the following maximum response times for calls of service requiring the concurrent use of the number of wreckers listed below:

- |           |       |
|-----------|-------|
| (a) One   | _____ |
| (a) Two   | _____ |
| (a) Three | _____ |
| (a) Four  | _____ |

#### Bidder

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

#### Agent

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

This Bid Proposal dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008 and submitted for the Bidder by:

SIGNATURE OF BIDDER: \_\_\_\_\_

TITLE OF BIDDER: \_\_\_\_\_



CERTIFICATE OF NON-DISCRIMINATION AND  
EQUAL OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246, as amended. The implementing rules and regulations provide that any bidder or prospective Contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instruction.

Where the Certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report prior to the time of submitting bid. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Bidder has participated in a previous contract or subcontract subjected to the equal opportunity clause:                      Yes \_\_\_\_\_ No \_\_\_\_\_

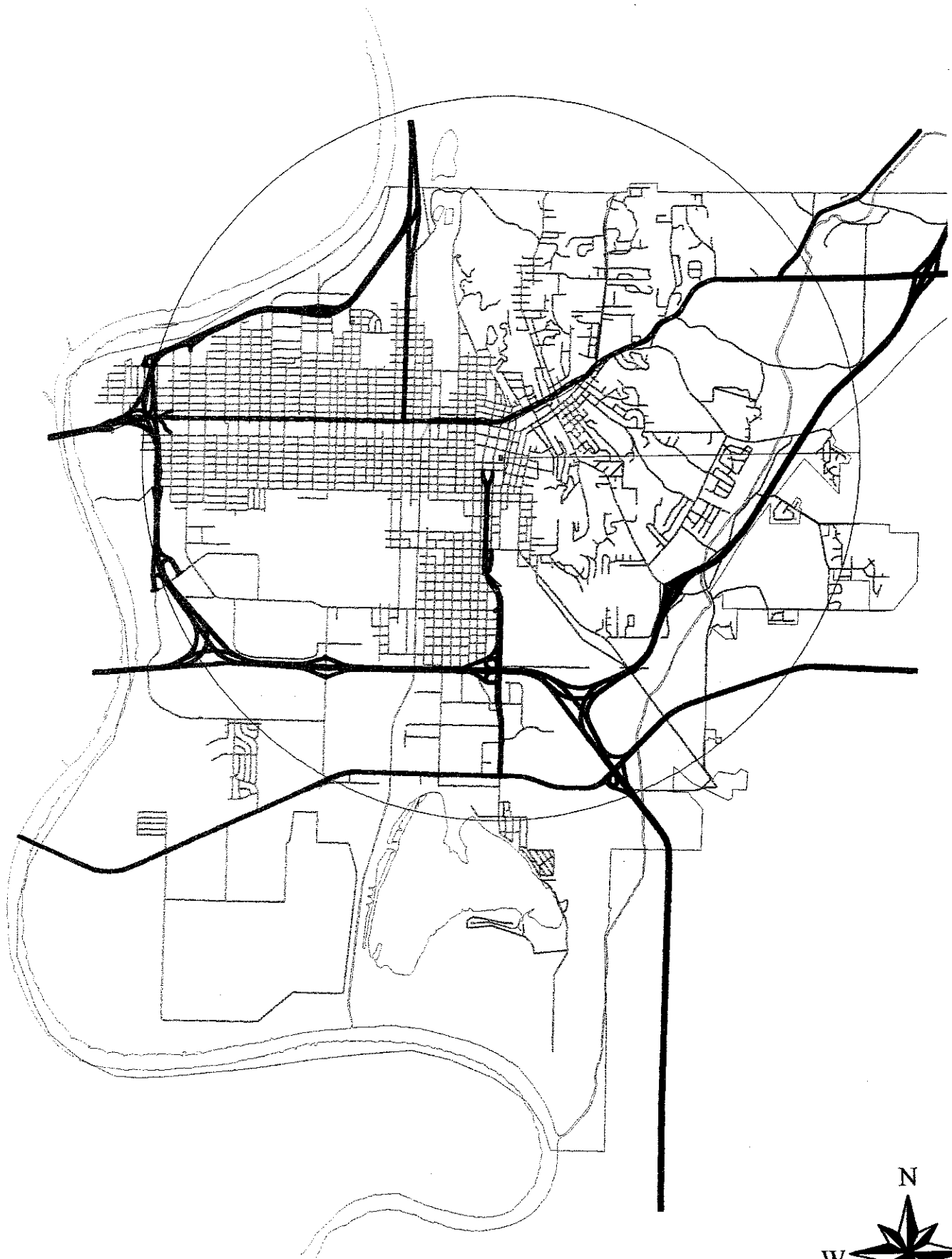
Compliance reports were required to be filed in connection with such contract or subcontract:                      Yes \_\_\_\_\_ No \_\_\_\_\_

Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission pursuant to Title VII of the Civil Rights Act of 1964:                      Yes \_\_\_\_\_ No \_\_\_\_\_

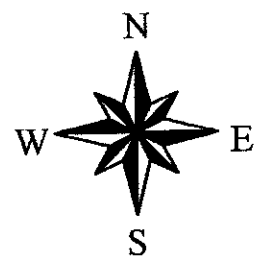
**If answering no in any of the above, please explain on the reverse side of this Certification.**

CERTIFICATION: The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
EQUAL OPPORTUNITY OFFICER (Signature)



6000 0 6000 Feet



Towing/Storage

DATE: 4/29/08

BID TO BE OPENED AT 2-4/29/08

PAGE: 1 OF 3

## Training & Storage P.I.

BIDDER	Cars/ <sup>1</sup> / <sub>2</sub> Ton Truck towing	<sup>3</sup> / <sub>4</sub> -1 Ton Truck daily storage *	towing	Straight Truck + 1Ton daily storage *	Semi-Tractor Trailer towing	daily storage *	Storage trailer towing	daily storage *
Ted B	40	* 14	40	* 14	40	* 14	40	* 14
Annuus	35	10	40	10	30	10	35	10
* see statement regarding auction vehicles								
Annuus's lot size disputed by Mr Cain w/ Ted B								
Totals								
Annuus	\$478.00							
Ted B	\$755.50							

## BID TABULATION FORM FOR:

## Towing & Storage PT

BID TO BE OPENED AT 2-1/2 2/28

Towing/Storage

DATE: 4/29/05

PAGE: 2 OF 3

[illegible]

## BID TABULATION FORM FOR:

DATE: 4/22/08

BID TO BE OPENED AT 2pm 4/29/08

PAGE 3 OF 3

[illegible]

STATEMENT OF INTENT / NONDISCRIMINATION

AND EQUAL OPPORTUNITY

The Contractor does hereby certify to the City of Council Bluffs, Iowa, that no person shall in any way be favored or discriminated against because of his race, creed, color, sex, national origin, political or religious affiliations. We agree to file with the City and maintain an acceptable Affirmative Action Program for federally assisted contracts equal to or in excess of \$10,000.00, and an Equal Opportunity Policy Statement for federally and non-federally assisted contracts in amounts less than \$10,000.00. It is understood that noncompliance with any of the aforementioned stipulations will subject any and all existing contracts with the City to suspension, termination or cancellation.

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ARROW TOWING INC.  
COMPANY

BRAD ARROWSMITH  
EXECUTIVE OFFICER

BRAD ARROWSMITH  
EQUAL OPPORTUNITY OFFICER

505 South 15th

Council Bluffs, Iowa 51501

323-7907  
ADDRESS AND TELEPHONE NUMBER  
OF EQUAL OPPORTUNITY OFFICER

**BID PROPOSAL**  
**FOR THE TOWING EQUIPMENT AND STORAGE FACILITIES**  
**CITY OF COUNCIL BLUFFS, IOWA**

2008-2013

TO: Mayor  
City of Council Bluffs, Iowa  
c/o Purchasing Officer  
209 Pearl Street  
Council Bluffs, Iowa 51503

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	TOWING	DAILY STORAGE
Passenger Cars and ½ Ton Trucks	\$ <u>35.00</u>	\$ <u>10.00</u>
3/4-1 Ton Straight Trucks	\$ <u>40.00</u>	\$ <u>10.00</u>
Straight Trucks over 1 Ton	\$ <u>30.00</u>	\$ <u>10.00</u>
Semi-Tractor Trailers	\$ <u>25.00</u>	\$ <u>12.00</u>
Motorcycles	\$ <u>30.00</u>	\$ <u>5.00</u>
Farm Tractors	\$ <u>5.00</u>	\$ <u>1.00</u>
Motor Homes	\$ <u>20.00</u>	\$ <u>5.00</u>
Heavy Equipment	\$ <u>20.00</u>	\$ <u>5.00</u>
Buses	\$ <u>20.00</u>	\$ <u>5.00</u>
Other Vehicles:	\$ <u>20.00</u>	\$ <u>5.00</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

## BID PROPOSAL (PAGE 2)

Winching Charges:	Per Hour
Passenger Cars and ½ Ton Trucks	\$ <u>25</u>
¾-1 Ton Straight Trucks	\$ <u>25</u>
Straight Trucks over 1 Ton	\$ <u>30</u>
Semi-Tractor Trailers	\$ <u>50</u>
Motorcycles	\$ <u>15</u>
Farm Tractors	\$ <u>5</u>
Motor Homes	\$ <u>5</u>
Heavy Equipment	\$ <u>5</u>
Buses	\$ <u>5</u>

### No Tow Run:

No Tow Run-flat fee (as defined in 2.80 of Specifications) \$ 0

Storage facilities (Attached as Schedule A), Specifications 3.00 – 3.40.

Available Equipment at date of bid (Attached as Schedule B), Specifications 4.00-4.30.

Guaranteed Response Times (Attached as Schedule C), Specification 2.00-2.70.

## SCHEDULE A

### DESIGNATED STORAGE FACILITIES

Address	Type (Yard or Building)	Capacity in Passenger car Spaces
505 South 15 <sup>th</sup>	BUILDING	<u>18</u>
505 South 15 <sup>th</sup>	YARD	<u>20</u>
1405 6 <sup>th</sup> AVE	BUILDING	<u>8</u>
1405 6 <sup>th</sup> AVE	YARD	<u>75</u>
1402 6 <sup>th</sup> AVE	YARD	<u>200</u>



## SCHEDULE B

### DESIGNATION OF AVAILABLE EQUIPMENT AT DATE OF BID

Year	Make	Model	Capacity	Type of Body	
1997	Peterbilt	378	50 ton	Century	
2007	Peterbilt	378	30 ton	Century	
1996	Peterbilt	330	20 ton	Century	
1999	Kenworth	T800	40 ton	tractor	
2004	Lampohh	660	35 ton	SHIPPING AXLE	FLATBED
2001	INTERNATIONAL	4700	12 ton	Century	
2000	FORD	F550	12 ton	VULCAN	
2002	FORD	F450	10 ton	VULCAN	
2006	FORD	F550	10 ton	JERRADEN	

## SCHEDULE C

### GUARANTEED RESPONSE TIMES

Contractor guarantees the following maximum response times for calls of service requiring the concurrent use of the number of wreckers listed below:

(a) One	18	MIN
(a) Two	18	MIN
(a) Three	20	MIN
(a) Four	20	MIN

#### Bidder

Name: ARROW TOWING INC.

Address: 505 South 15th

Telephone: 712 323-7907

#### Agent

Name: BRAD ARROWSMITH

Address: 379 Kenmore Ave CBJauc

Telephone: 402 968-4066

This Bid Proposal dated this 28 day of APRIL, 2008 and submitted for the Bidder by:

SIGNATURE OF BIDDER: Bradley J. Arrowsmith

TITLE OF BIDDER: President

# Schedule B Cont

## Designation of Available Equipment At Date of Bid

2006	FORD	F550 <sup>4x4</sup> (4x4)	10 ton	VULCAN
2006	FORD	F450	10 ton	JERRERAN
2007	(FORD F650 2 CAR CARRIER)		13 ton	VULCAN
2004	(INTERNATIONAL 4300 2 CAR CARRIER)		13 ton	VULCAN
2001	Chev	3500 4x4 wrecker	8 ton	CENTURY
2006	BOBCAT	SP 2500	SKID loader	
2002	Chev	5-10 pu	Light Duty SERVICE PICKUP	
1999	FORD	F250 pu 4x4	Heavy Duty SERVICE PICKUP	

CERTIFICATE OF NON-DISCRIMINATION AND  
EQUAL OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246, as amended. The implementing rules and regulations provide that any bidder or prospective Contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instruction.

Where the Certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report prior to the time of submitting bid. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: ARROW TOWING INC

Address: 505 South 15th Council Bluffs Iowa 51501

Bidder has participated in a previous contract or subcontract subjected to the equal opportunity clause: Yes X No \_\_\_\_\_

Compliance reports were required to be filed in connection with such contract or subcontract: Yes X No \_\_\_\_\_

Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission pursuant to Title VII of the Civil Rights Act of 1964:

Yes X No \_\_\_\_\_

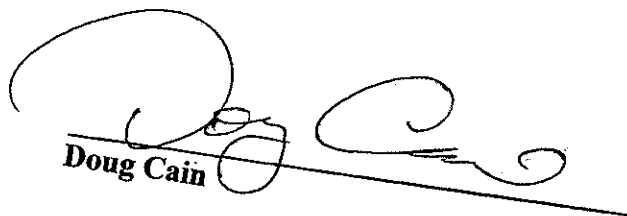
**If answering no in any of the above, please explain on the reverse side of this Certification.**

**CERTIFICATION:** The information above is true and complete to the best of my knowledge and belief.

Bruce Amoswitz  
EQUAL OPPORTUNITY OFFICER (Signature)

**Jay B Garage & Towing**  
**1314 5<sup>th</sup> Avenue**  
**Council Bluffs, Iowa 51501**  
Ph.712-323-8766 - fax 323-712-6471

We would like to continue our working relationship with the city, so if awarded contract we will continue to discount the storage on auction vehicles to what the state will reimburse, so there would be no cost to the city.



Doug Cain

STATEMENT OF INTENT / NONDISCRIMINATION  
AND EQUAL OPPORTUNITY

The Contractor does hereby certify to the City of Council Bluffs, Iowa, that no person shall in any way be favored or discriminated against because of his race, creed, color, sex, national origin, political or religious affiliations. We agree to file with the City and maintain an acceptable Affirmative Action Program for federally assisted contracts equal to or in excess of \$10,000.00, and an Equal Opportunity Policy Statement for federally and non-federally assisted contracts in amounts less than \$10,000.00. It is understood that noncompliance with any of the aforementioned stipulations will subject any and all existing contracts with the City to suspension, termination or cancellation.

Bidders are advised should your organization be awarded a contract by the City exceeding \$10,000.00, you will be required to submit a copy of your current Affirmative Action Plan or complete the City's Affirmative Action format prior to contract execution.

Jay B Garage & Towing  
COMPANY

  
EXECUTIVE OFFICER

  
EQUAL OPPORTUNITY OFFICER

1314 5th Avenue

Council Bluffs Iowa 51501

712-323-8766

ADDRESS AND TELEPHONE NUMBER  
OF EQUAL OPPORTUNITY OFFICER

**BID PROPOSAL**  
**FOR THE TOWING EQUIPMENT AND STORAGE FACILITIES**  
**CITY OF COUNCIL BLUFFS, IOWA**

2008-2013

TO: Mayor  
 City of Council Bluffs, Iowa  
 c/o Purchasing Officer  
 209 Pearl Street  
 Council Bluffs, Iowa 51503

The undersigned proposes to perform the service, duties and obligations of the Contractor as set forth in the "Specifications for Towing and Storage of Vehicles for the City of Council Bluffs, Iowa, 2008-2013, as follows:

**Charges and Fees**  
**Including Debris**  
**Cleaning**

	TOWING	DAILY STORAGE
Passenger Cars and ½ Ton Trucks	\$ 40.00	\$ 14.00
3/4-1 Ton Straight Trucks	\$ 40.00	\$ 14.00
Straight Trucks over 1 Ton	\$ 40.00	\$ 14.00
Semi-Tractor Trailers	\$ 40.00	\$ 14.00
Motorcycles	\$ 40.00	\$ 14.00
Farm Tractors	\$ 10.00	\$ 5.00
Motor Homes	\$ 35.00	\$ 14.00
Heavy Equipment	\$ 20.00	\$ 5.00
Buses	\$ 20.00	\$ 14.00
Other Vehicles: Flatbed	\$ 47.50	\$
	\$	\$

## BID PROPOSAL (PAGE 2)

### Winching Charges:

	Per Hour
Passenger Cars and ½ Ton Trucks	\$ 25.00
3/4-1 Ton Straight Trucks	\$ 25.00
Straight Trucks over 1 Ton	\$ 35.00
Semi-Tractor Trailers	\$ 50.00
Motorcycles	\$ 25.00
Farm Tractors	\$ 25.00
Motor Homes	\$ 30.00
Heavy Equipment	\$ 50.00
Buses	\$ 50.00

### No Tow Run:

No Tow Run-flat fee (as defined in 2.80 of Specifications)	\$ -0-
Storage facilities (Attached as Schedule A), Specifications 3.00 - 3.40.	
Available Equipment at date of bid (Attached as Schedule B), Specifications 4.00-4.30.	
Guaranteed Response Times (Attached as Schedule C), Specification 2.00-2.70.	

## SCHEDULE A

### DESIGNATED STORAGE FACILITIES

Address	Type (Yard or Building)	Capacity in Passenger car Spaces
1314 5th Ave.	2 - Buildings	10 cars
1300 - 1304 5th Ave	Yard	150 cars
1303 - 1309 5th Ave	Yard	200 cars
1234 4th Ave.	Yard	315 cars
13th & 6th Ave.	Yard	100 cars

## SCHEDULE B

### DESIGNATION OF AVAILABLE EQUIPMENT AT DATE OF BID

Year	Make	Model	Capacity	Type of Body
2000	Ford	F550	under 26,000lbs.	tow truck
2001	International	4700	under 26,000lbs.	tow truck
2001	Ford	F550	under 26,000 lbs.	tow truck
1995	International	4700	under 26,000 lbs.	flatbed
2001	Sterling	Acterra	26,000 lbs	flatbed
1997	GMC	6500	26,000 lbsw	semi tow truck
1997	International	9400	50,000 lbs.	semi tow truck
1993	International	9300	50,000 lbs	semi tow truck

## SCHEDULE C

### GUARANTEED RESPONSE TIMES

Contractor guarantees the following maximum response times for calls of service requiring the concurrent use of the number of wreckers listed below:

(a) One	20 min.
(a) Two	20 min.
(a) Three	30 min.
(a) Four	30 min.

#### Bidder

Name: Jay B Garaghe

Address: 1314 5th Ave.

Telephone: 323-8766

This Bid Proposal dated this 28th day of April, 2008 and submitted for the Bidder by:

SIGNATURE OF BIDDER: Jay B Garaghe

TITLE OF BIDDER: PRESIDENT

#### Agent

Name: Doug Cain

Address: 1229 Westside Dr.

Telephone: 402-306-5268



CERTIFICATE OF NON-DISCRIMINATION AND  
EQUAL OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246, as amended. The implementing rules and regulations provide that any bidder or prospective Contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instruction.

Where the Certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report prior to the time of submitting bid. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Jay B Garage & Towing

Address: 1314 5th Avenue Council Bluffs, Iowa 51501

Bidder has participated in a previous contract or subcontract subjected to the equal opportunity clause: Yes XX No       

Compliance reports were required to be filed in connection with such contract or subcontract: Yes XX No       

Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission pursuant to Title VII of the Civil Rights Act of 1964:

Yes XX No       

**If answering no in any of the above, please explain on the reverse side of this Certification.**

CERTIFICATION: The information above is true and complete to the best of my knowledge and belief.

  
\_\_\_\_\_  
EQUAL OPPORTUNITY OFFICER (Signature)

## COUNCIL COMMUNICATION

Department: Public Works  
Case/Project No.: FY08-09  
Applicant

Ordinance No.   
Resolution No. 08-208

Council Action: July 14, 2008

### SUBJECT/TITLE

Council consideration of a resolution accepting the bid of Swain Construction in the amount of \$35,041.00 for the 8<sup>th</sup> Avenue North Curb and Gutter Replacement.

### BACKGROUND/DISCUSSION

- Bids were received on June 24, 2008, in the city clerk's office as followed:

Swain Construction, Omaha, NE	\$35,041.00
Andersen Construction, Council Bluffs, IA	\$49,032.10
Engineer's Opinion	\$28,501.25

- Prime Square redevelopment sole access is to 8<sup>th</sup> Avenue between So. 6<sup>th</sup> Street and So. Main Street.
- 8<sup>th</sup> Avenue construction requires enhancement of curb and gutter for drainage and resurfacing to handle new traffic.
- The developer is to replace the south side curb and gutter.
- The City will replace the north side curb and gutter with this contract.
- Public Works operations will complete resurfacing.



### RECOMMENDATION

Approval of this resolution.

**RESOLUTION**  
**NO. 08-208**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK  
TO EXECUTE AN AGREEMENT WITH  
SWAIN CONSTRUCTION FOR THE  
8<sup>TH</sup> AVENUE NORTH CURB LINE AND GUTTER REPLACEMENT**

WHEREAS,                   the plans, specifications, and form of contract for the  
8<sup>th</sup> Avenue North Curb line and gutter replacement  
are on file in the office of the City Clerk; and

WHEREAS,                   Swain Construction has submitted a low bid in the  
amount of \$35,041.00 for this contract.

NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA

That the bid of Swain Construction in the amount of \$35,041.00 is hereby accepted as the lowest and best  
bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the 8<sup>th</sup> Avenue North Curb Line  
and Gutter replacement; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized, empowered, and directed to execute an agreement  
with Swain Construction for and on behalf of the City of Council Bluffs, upon approval by the City  
Attorney of the certificate of insurance and payment and performance bonds as required by the contract  
specifications.

ADOPTED  
AND  
APPROVED     July 14, 2008

\_\_\_\_\_  
Thomas P. Hanafan, Mayor

ATTEST:

\_\_\_\_\_  
Judith Ridgeley, City Clerk

## COUNCIL COMMUNICATION

Department: Public Works  
Case/Project No.: FY07-09C  
Applicant \_\_\_\_\_

Ordinance No. \_\_\_\_\_  
Resolution No. 08-209

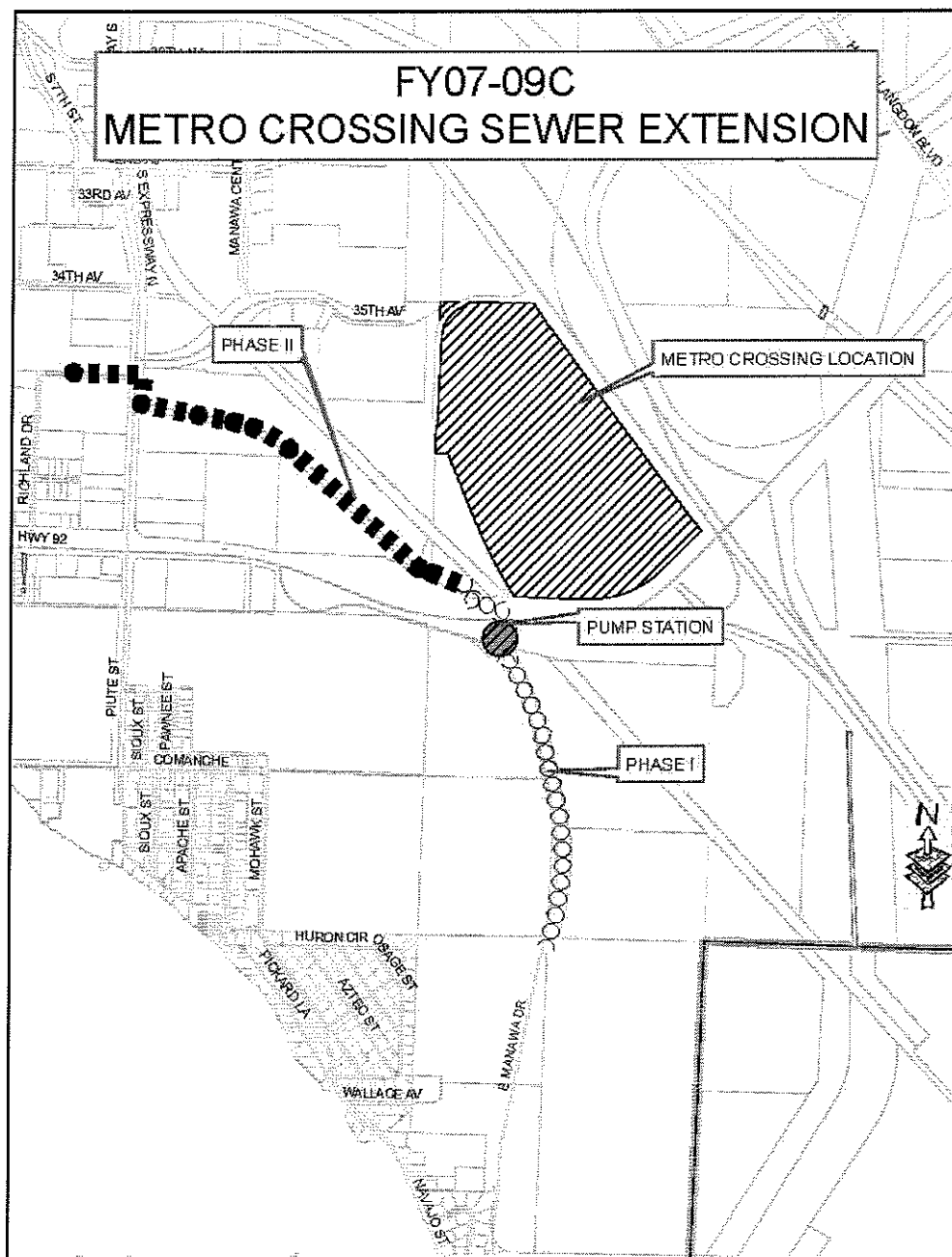
Council Action: July 14, 2008

### SUBJECT/TITLE

Council consideration of a resolution accepting the work of All Purpose Utilities as complete and authorizing release of the retainage after 30 days if no claims are filed in connection with the Metro Crossing Sewer Extension – Phase I, Schedule B (Pump Station).

### BACKGROUND/DISCUSSION

- Since the late 1970's the community has experienced overloading to the 29<sup>th</sup> Avenue pump station. Since the early 1990's a two phase approach has been followed to reduce overloading. The first is increased capacity through replacement of the 29<sup>th</sup> Avenue pump station FY05-05B and its collector lines. The second is through relief with permanent flow diversion.
- Richland Drive area is identified for 29<sup>th</sup> Avenue relief through future flow diversion to the Mosquito Creek Basin's East Lake Manawa Interceptor Sewer and Pump Station completed in the mid 1990's. This project provided the sanitary service capacity within the Mosquito Creek Basin for not only the existing Richland Drive pump station flow diversion but also additional growth in East Manawa & Richland Drive service areas.
- East Manawa Drive completed in 2004 provides the sanitary sewer route for further extension to the East Manawa & Richland Drive service areas.
- A development agreement between the city and Metro Crossing requires the city to extend sanitary sewer.
- The Metro Crossing Sewer Extension - Phase I would involve construction of 2450 linear feet of 30 inch sewer from the East Manawa Collector Sewer north to a new pump station located adjacent to Highway 92/275. Phase I adds 110 acres of East Manawa and Richland Drive service area.
- Future Phase II would continue further to the existing Richland Pump Station adjacent to the South Expressway ultimately allowing decommission of the Richland Pump Station and achieving 29<sup>th</sup> Avenue pump station flow diversion. Phase II adds an additional 262 acres of Richland Drive service area.
- This is Phase I project is FY07-09C in the CIP and has a budget of a \$1,645,000 in TIF funds.
- |                          |                |
|--------------------------|----------------|
| Original contract amount | \$1,059,000.00 |
| Change Orders            | \$ 28,929.00   |
| Final contract amount    | \$1,087,929.00 |
| Less previous payments   | \$1,033,532.55 |
| Retainage due contractor | \$ 54,396.45   |



**RESOLUTION**  
**NO. 08-209**

**RESOLUTION ACCEPTING THE WORK OF  
ALL PURPOSE UTILITIES IN CONNECTION WITH  
THE METRO CROSSING SEWER EXTENSION – PHASE I  
SCHEDULE B (PUMP STATION)  
AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE  
A CITY CHECK IN THE AMOUNT OF \$54,396.45**

- WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with All Purpose Utilities, Omaha, NE, for the Metro Crossing Sewer Extension-Phase I, Schedule B (Pump Station); and
- WHEREAS, said contractor has fully completed the construction of said improvements in accordance with the terms and conditions of said contract and plans and specifications filed with the City clerk; and
- WHEREAS, a request for final payment in the amount of \$54,396.45 to All Purpose Utilities has submitted to the city council for approval and payment; and
- WHEREAS, final payment is due 30 days after acceptance of the work; and
- WHEREAS, the city council of the City of Council Bluffs has been advised and does believe that said \$54,396.45 constitutes a valid obligation of the City and should in its best interest be paid.

NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA

That said report of the engineer is hereby approved and adopted, and said improvements are hereby accepted as having been fully completed in accordance with said plans and specifications.

AND BE IT FURTHER RESOLVED

That the finance director is hereby authorized and directed to issue a city check in the amount of \$54,396.45 payable to All Purpose Utilities from budget code Z11200-676701 Project #00272.

ADOPTED  
AND  
APPROVED     July 14, 2008

\_\_\_\_\_  
Thomas P. Hanafan, Mayor

ATTEST:

\_\_\_\_\_  
Judith Ridgeley, City Clerk

## COUNCIL COMMUNICATION

Department: Public Works  
Case/Project No.: FY08-05A  
Applicant

Ordinance No.   
Resolution No. 08-210

Council Action: July 14, 2008

### SUBJECT/TITLE

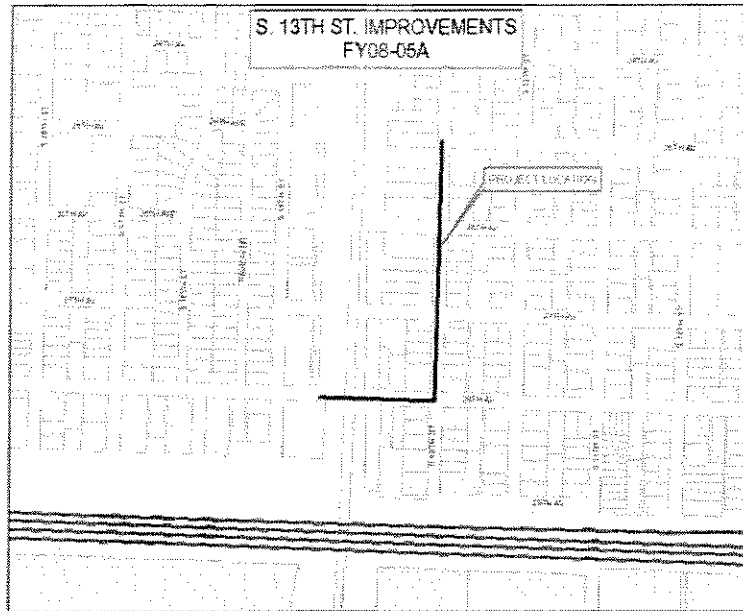
Council consideration of a resolution accepting the work of Leazenby Construction as complete and authorizing release of the retainage after 30 days if no claims are filed in connection with the So. 13<sup>th</sup> Street Improvements-Phase II.

### BACKGROUND/DISCUSSION

- 13<sup>th</sup> Street sanitary sewer is a major collector sewer in the system. It collects two thirds of the sewage in the Indian Creek Basin.
- The sewer directs flow to the 29<sup>th</sup> Avenue Pump Station. The pump station was replaced in 2005 – 2006. The outfall sewer from 29<sup>th</sup> Avenue Pump Station to I-80 Pump Station was replaced between 1999 and 2003.
- The 13<sup>th</sup> Street sewer started out as a 66" inch pipe at 28<sup>th</sup> Avenue and incrementally reduced in size to Broadway where it was a 30" inch pipe. The sewer was of brick or concrete construction and was at least 50 years old.
- The sewer was in need of replacement and was programmed to be phased over several years.
- Phase I project was completed in Spring 2007 and constructed a siphon under Indian Creek from 13<sup>th</sup> Street sanitary sewer to 15<sup>th</sup> Street sanitary sewer in 15<sup>th</sup> Avenue to reduce flows in 13<sup>th</sup> Street sewer south of 15<sup>th</sup> Avenue.
- Phase II involved the construction of a new sanitary sewer from the 29<sup>th</sup> Avenue Pump Station back to approximately 25<sup>th</sup> Avenue. This included a new pipe under Indian Creek.
- This is project FY08-05A in the CIP and has a budget of \$1,230,000 in sales tax funds.
- Water Works will replace the water main in Division 5 and will reimburse the city for the dollar amount.

	Division I-IV	Division V Water Works	Total
• Original contract amount	\$1,080,638.81	\$79,553.80	\$1,160,192.61
Change Orders	\$ 51,350.73	(\$ 6,046.89)	\$ 45,303.84
Final contract amount	\$1,131,989.54	\$73,506.91	\$1,205,496.45
Less previous payments	\$1,075,390.07	\$69,831.56	\$1,145,221.63
Retainage due contractor	\$ 56,599.47	\$ 3,675.35	\$ 60,274.82





## RECOMMENDATION

Approval of this resolution.

A handwritten signature in black ink, consisting of a stylized 'A' followed by a flourish.

**RESOLUTION**  
**NO. 08-210**

**RESOLUTION ACCEPTING THE WORK OF  
LEAZENBY CONSTRUCTION IN CONNECTION WITH  
THE SO. 13<sup>TH</sup> STREET IMPROVEMENTS – PHASE II  
FY08-05A  
AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE  
A CITY CHECK IN THE AMOUNT OF \$60,274.82**

- WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with Leazenby Construction, Council Bluffs, IA for the So. 13<sup>th</sup> Street Improvements – Phase II; and
- WHEREAS, said contractor has fully completed the construction of said improvements in accordance with the terms and conditions of said contract and plans and specifications filed with the City clerk; and
- WHEREAS, a request for final payment in the amount of \$60,274.82 to Leazenby Construction has submitted to the city council for approval and payment; and
- WHEREAS, final payment is due 30 days after acceptance of the work; and
- WHEREAS, the city council of the City of Council Bluffs has been advised and does believe that said \$60,274.82 constitutes a valid obligation of the City and should in its best interest be paid.

NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA

That said report of the engineer is hereby approved and adopted, and said improvements are hereby accepted as having been fully completed in accordance with said plans and specifications.

AND BE IT FURTHER RESOLVED

That the finance director is hereby authorized and directed to issue a city check in the amount of \$60,274.82 payable to Leazenby Construction from budget code G21600-676000, G21600-676200, G21600-676500, G21600-676700 and G21600-678000 project # 00284.

ADOPTED  
AND  
APPROVED     July 14, 2008

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Thomas P. Hanafan, Mayor

ATTEST:

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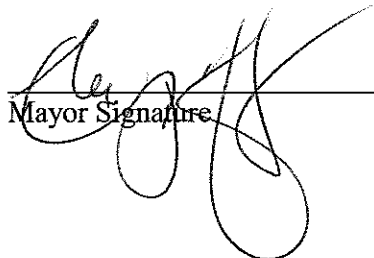
Judith Ridgeley, City Clerk

## Council Communication

Department:	Ordinance No.	
Case/Project No.	Resolution No. <u>08-211</u>	Council Action: <u>July 14, 2008</u>
<b>Subject/Title</b>		
Resolutions imposing penalties against two liquor license establishments for selling, dispensing, giving, or otherwise supplying alcohol to a minor.		
<b>Background/Discussion</b>		
<p>In January, 2008, Council Bluffs Police Officers conducted compliance checks at several liquor license establishments in Council Bluffs. We are pursuing civil penalties against the establishments that served alcohol to a minor. Resolutions have been prepared imposing \$500 fines against the following businesses that have not requested hearings:</p> <p>1) Sargent Enterprises, Inc., d/b/a Mike's Place, 162 W. Broadway; 2) Council Bluffs Investment Co., Inc., d/b/a Goofy's, 807 S. 21<sup>st</sup> Street.</p> <p>Both establishments have already paid the \$500 penalty.</p>		
<b>Recommendation</b>		
Adopt the resolutions imposing penalties against the liquor license establishments.		

Don Bauermeister, Asst. City Attorney

\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Mayor Signature

JE

RESOLUTION NO. 08-211

A RESOLUTION imposing penalties against Council Bluffs Investment Co., Inc., d/b/a Goofy's, 807 South 21<sup>st</sup> Street, for violation of Iowa Code Chapter 123 and/or Council Bluffs Municipal Code Section 3.08.190 for selling, dispensing, giving or otherwise supplying alcohol to a minor under the age of twenty-one.

WHEREAS, Iowa Code Section 123.9 allows local authorities to suspend or revoke a liquor control license or beer or wine permit for any licensee/permittee and/or to impose a civil penalty (fine) against any licensee/permittee who violates any of the provisions of Chapter 123 of the Iowa Code or Council Bluffs Municipal Code provisions concerning alcoholic beverages; and

WHEREAS, Section 123.49(2)(h) provides that "no person shall sell, dispense, give or otherwise supply an alcoholic liquor, wine or beer to a minor under the age of twenty-one (21) years", and Council Bluffs Municipal Code Section Council Bluffs Municipal Code Section 3.08.190 provides, in part: "No person or club holding a liquor license or beer permit nor his or her agents or employees shall do any of the following: Sell, give, or otherwise supply any alcoholic beverage or beer to any person knowing or having reasonable cause to believe him or her to be under legal age, or permit any person knowing or having reasonable cause to believe him or her to be under legal age, to consume any alcoholic beverage or beer."

WHEREAS, the above-named licensee/permittee ( ) did ( X ) did not make a timely written request for a public hearing, and this matter will be determined ( ) with (XX) without public hearing; and

WHEREAS, there being sufficient evidence to prove that on or about January 10, 2008, the above-named licensee/permittee, or an employee or agent of same, sold, dispensed, gave or supplied an alcoholic beverage, beer, or wine to a minor, or allowed a person under legal age to consume an alcoholic beverage, beer, or wine; and

WHEREAS, this is the first offense by the above-named licensee/permittee.

NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA:

That the above-named licensee/permittee is found to be in violation of Council Bluffs Municipal Code Section 3.08.190 for sale to a minor or allowing a minor to consume; and

BE IT FURTHER RESOLVED:

That this is the first offense by the above-named licensee/permittee, and the following penalty shall be imposed:

  X   \$500.00 Fine to be paid no later than 5:00 p.m. on the 10<sup>th</sup> business day after the adoption of this resolution; (Paid May 7, 2008)

       Suspension - No sale of alcoholic beverages, beer, or wine for a period of        day(s)        month(s), beginning at 2:01 a.m. on the 10<sup>th</sup> business day after the adoption of this resolution;

       Revocation – No sale of alcoholic beverages, beer, or wine beginning at 2:01 a.m. on the 10<sup>th</sup> business day after the adoption of this resolution.

ADOPTED

AND

APPROVED July 14, 2008

THOMAS P. HANAFAN

Mayor

Attest:

JUDITH RIDGELEY

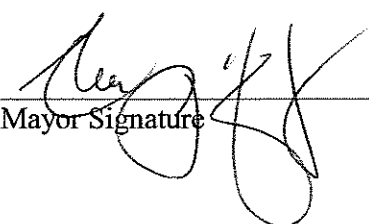
City Clerk

## Council Communication

Department:	Ordinance No.	
Case/Project No.	Resolution No. <u>08-212</u>	Council Action: <u>July 14, 2008</u>
<b>Subject/Title</b>		
Resolutions imposing penalties against two liquor license establishments for selling, dispensing, giving, or otherwise supplying alcohol to a minor.		
<b>Background/Discussion</b>		
<p>In January, 2008, Council Bluffs Police Officers conducted compliance checks at several liquor license establishments in Council Bluffs. We are pursuing civil penalties against the establishments that served alcohol to a minor. Resolutions have been prepared imposing \$500 fines against the following businesses that have not requested hearings:</p> <ol style="list-style-type: none"><li>1) Sargent Enterprises, Inc., d/b/a Mike's Place, 162 W. Broadway;</li><li>2) Council Bluffs Investment Co., Inc., d/b/a Goofy's, 807 S. 21<sup>st</sup> Street.</li></ol> <p>Both establishments have already paid the \$500 penalty.</p>		
<b>Recommendation</b>		
Adopt the resolutions imposing penalties against the liquor license establishments.		

Don Bauermeister, Asst. City Attorney

\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Mayor Signature

RESOLUTION NO. 08-212

A RESOLUTION imposing penalties against Sargent Enterprises, Inc., d/b/a Mike's Place, 162 W. Broadway, for violation of Iowa Code Chapter 123 and/or Council Bluffs Municipal Code Section 3.08.190 for selling, dispensing, giving or otherwise supplying alcohol to a minor under the age of twenty-one.

WHEREAS, Iowa Code Section 123.9 allows local authorities to suspend or revoke a liquor control license or beer or wine permit for any licensee/permittee and/or to impose a civil penalty (fine) against any licensee/permittee who violates any of the provisions of Chapter 123 of the Iowa Code or Council Bluffs Municipal Code provisions concerning alcoholic beverages; and

WHEREAS, Section 123.49(2)(h) provides that "no person shall sell, dispense, give or otherwise supply an alcoholic liquor, wine or beer to a minor under the age of twenty-one (21) years", and Council Bluffs Municipal Code Section Council Bluffs Municipal Code Section 3.08.190 provides, in part: "No person or club holding a liquor license or beer permit nor his or her agents or employees shall do any of the following: Sell, give, or otherwise supply any alcoholic beverage or beer to any person knowing or having reasonable cause to believe him or her to be under legal age, or permit any person knowing or having reasonable cause to believe him or her to be under legal age, to consume any alcoholic beverage or beer."

WHEREAS, the above-named licensee/permittee ( ) did ( X ) did not make a timely written request for a public hearing, and this matter will be determined ( ) with (XX) without public hearing; and

WHEREAS, there being sufficient evidence to prove that on or about January 10, 2008, the above-named licensee/permittee, or an employee or agent of same, sold, dispensed, gave or supplied an alcoholic beverage, beer, or wine to a minor, or allowed a person under legal age to consume an alcoholic beverage, beer, or wine; and

WHEREAS, this is the first offense by the above-named licensee/permittee.

NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA:

That the above-named licensee/permittee is found to be in violation of Council Bluffs Municipal Code Section 3.08.190 for sale to a minor or allowing a minor to consume; and

BE IT FURTHER RESOLVED:

That this is the first offense by the above-named licensee/permittee, and the following penalty shall be imposed:

  X   \$500.00 Fine to be paid no later than 5:00 p.m. on the 10<sup>th</sup> business day after the adoption of this resolution (Paid 4/23/08);

       Suspension - No sale of alcoholic beverages, beer, or wine for a period of        day(s)        month(s), beginning at 2:01 a.m. on the 10<sup>th</sup> business day after the adoption of this resolution;

       Revocation – No sale of alcoholic beverages, beer, or wine beginning at 2:01 a.m. on the 10<sup>th</sup> business day after the adoption of this resolution.

ADOPTED

AND

APPROVED July 14, 2008

THOMAS P. HANAFAN

Mayor

Attest:

JUDITH RIDGELEY

City Clerk



## Council Communication

Department: Mayor	Ordinance No. Resolution No. <u>08-213</u>	Council Action: <u>07/14/08</u>
Case/Project No.		
<b>Subject/Title</b>		
Federal & State Financial Assistance under the Disaster Relief Act for Disaster #FEMA-1763-DR-IA.		
<b>Background/Discussion</b>		
<p>On June 27, 2008, a severe storm with high winds and extensive hail struck the City of Council Bluffs causing major damage to public and private property. With that storm event, the City was included in the Iowa disaster area for damage from storms, tornadoes, and flooding starting with May 25, 2008. With this presidential designation, the city is eligible for federal assistance for the repair of damage to public property, debris removal from public property, emergency protective measures, and hazard mitigation. As part of the application process, the City Council is required to approve a resolution designating an authorized representative for the purpose of obtaining Federal and State disaster assistance available under Disaster #FEMA-1763-DR-IA.</p>		
<b>Recommendation</b>		
<p>The City Council approves a resolution designating Linda Andersen, Acting Finance Director, as applicant's authorized representative for the purpose of obtaining Federal and State assistance under the Disaster Relief Act for Disaster #FEMA-1763-DR-IA for the City of Council Bluffs.</p>		

Mayor Signature

5 G

**RESOLUTION NO. 08-213**

**RESOLUTION FOR DESIGNATION OF APPLICANT'S AUTHORIZED REPRESENTATIVE**

**WHEREAS,** the Council Bluffs City Council needs to appoint a "Designated Applicant Authorized Representative" for Presidential Declaration of Disaster #FEMA-1763-DR-IA, for The City of Council Bluffs.

**WHEREAS,** the person named can sign and file documents with Iowa Homeland Security and Emergency Management Division (HSEMD) for the purpose of obtaining Federal/State financial assistance under the Disaster Relief Act (PL-288, as amended) or otherwise available from the President's Disaster Relief Fund and the Code of Iowa, Chapter 29C.

**NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA**

That the Mayor is hereby authorized and directed to appoint Linda Andersen, Interim Finance Director, as the "Designated Applicant Authorized Representative" for the City of Council Bluffs, Iowa, #FEMA-1763-DR-IA.

**ADOPTED  
AND  
APPROVED July 14, 2008**

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Thomas P. Hanafan, Mayor

**ATTEST:**

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Judith Ridgeley, City Clerk

## Council Communication

Department:  Case/Project No.  Applicant.	Ordinance No. Resolution No. <u>08-214</u>	First Reading Second Reading Third Reading _____
<b>Subject/Title</b>  OFFER OF EMPLOYMENT – DIRECTOR OF FINANCE		
<b>Background/Discussion</b>		
<p>I have made an offer of employment to Mr. Art Hill for the position of Director of Finance. This offer is predicated on the following conditions and subject to Council concurrence:</p> <p><u>Salary.</u> In consideration of the experience and training Mr. Hill brings with him, he will start at a Grade 34, Step 4 on the Non-union pay scale. This equates to an annual salary of \$89,774. His start date will be August 25, 2008.</p> <p><u>Vacation.</u> Mr. Hill will accrue vacation at a rate equivalent to three weeks per year. If his tenure reaches a level that entitles him to accrue vacation at a higher rate, he will begin to accrue at a rate promulgated by the City Personnel Policies.</p> <p><u>Sick leave.</u> Mr. Hill will start with ten sick days credited on the books with accrual thereafter in accordance with the City Personnel Policies.</p> <p>All other employment issues will be conducted in a manner as outlined in the City Personnel Policies. I would appreciate Council concurrence on this offer.</p>		
<b>Recommendation</b>		
A resolution confirming the appointment of Arthur Hill as the Finance Director for the City of Council Bluffs has been prepared. I will appreciate your support in this matter.		

Department Head Signature

Mayor Signature

5H

RESOLUTION No. \_\_\_\_\_

A resolution approving the wage and benefit package offered to  
Mr. Art Hill in the position of Director of Finance.

WHEREAS, an employment offer has been made to Mr. Art Hill for the position of  
Director of Finance; and,

WHEREAS, this offer is contingent upon approval by this City Council; and,

WHEREAS, as in other offers of employment, certain modifications in wages and  
benefits are necessary to attract the best qualified candidates; and,

WHEREAS, this City Council has been fully advised as to the contents of this offer and  
find it to be in the best interest of the City of Council Bluffs,

NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA:

That the benefit package offered to Mr Arthur Hill for the position of Director of Finance  
as a condition of employment is hereby approved.

Adopted  
And  
Approved \_\_\_\_\_

2008

\_\_\_\_\_  
Thomas P. Hanafan

\_\_\_\_\_  
Mayor

Attest \_\_\_\_\_

Judith Ridgeley

\_\_\_\_\_  
City Clerk

## Council Communication

Department: Case/Project No. Applicant.	Ordinance No. Resolution No. <u>08-215</u>	First Reading Second Reading Third Reading
<b>Subject/Title</b>		
OFFER OF EMPLOYMENT – DIRECTOR OF PARKS, RECREATION, AND PUBLIC PROPERTY		
<b>Background/Discussion</b>		
<p>I have made an offer of employment to Mr. Larry Foster for the position of Director of Parks, Recreation, and Public Property. This offer is predicated on the following conditions and subject to Council concurrence:</p> <p><u>Salary.</u> In consideration of the experience and training Mr. Foster brings with him, he will start at a Grade 34, Step 5 on the Non-union pay scale. This equates to an annual salary of \$94,263. His start date will be July 28, 2008.</p> <p><u>Vacation.</u> Mr. Foster will be credited with 40 hours of vacation time up on his start date.</p> <p><u>Sick leave.</u> Mr. Foster will start with ten sick days credited on the books with accrual thereafter in accordance with the City Personnel Policies.</p> <p><u>Provision of City Automobile.</u> A City vehicle will be provided to Mr. Foster which will be used for City business and transportation to and from work. The value of work transportation is considered to be personal usage and will be part of his taxable wage.</p> <p>All other employment issues will be conducted in a manner as outlined in the City Personnel Policies.</p>		
<b>Recommendation</b>		
A resolution confirming the appointment of Larry Foster as the Director of Parks, Recreation, and Public Property for the City of Council Bluffs has been prepared. I will appreciate your support in this matter.		

Department Head Signature

Mayor Signature

RESOLUTION No. \_\_\_\_\_

A resolution approving the wage and benefit package offered to  
Mr. Larry Foster in the position of  
Director of Parks, Recreation, and Public Property

WHEREAS, an employment offer has been made to Mr. Larry Foster for the position of  
Director of Parks, Recreation, and Public Property; and,

WHEREAS, this offer is contingent upon approval by this City Council; and,

WHEREAS, as in other offers of employment, certain modifications in wages and  
benefits are necessary to attract the best qualified candidates; and,

WHEREAS, this City Council has been fully advised as to the contents of this offer and  
find it to be in the best interest of the City of Council Bluffs,

NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA:

That the benefit package offered to Mr Larry Foster for the position of Director of Parks,  
Recreation and Public Property as a condition of employment is hereby approved.

Adopted  
And  
Approved \_\_\_\_\_ 2008

\_\_\_\_\_  
Thomas P. Hanafan

\_\_\_\_\_  
Mayor

Attest

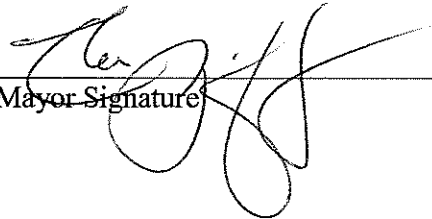
\_\_\_\_\_  
Judith Ridgeley

\_\_\_\_\_  
City Clerk

## Council Communication

Department: mayor	Ordinance No. Resolution No. <u>08-216</u>	Council Action: <u>July 14, 2008</u>
Case/Project No.		
Applicant. Inky Westfall		
<b>Subject/Title</b> <b>MEMORANDUM OF UNDERSTANDING with EL HAJEB, MOROCCO</b>		
<b>Background/Discussion</b> A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COUNCIL BLUFFS, IOWA AND THE CITY OF EL HAJEB, MOROCCO.		
<b>Recommendation</b> Please approve.		

\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Mayor Signature

5 J

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PREPARED BY: City Legal Department, 209 Pearl Street, Council Bluffs, IA 51503  
RETURN TO: City Clerk, 209 Pearl Street, Council Bluffs, IA 51503

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RESOLUTION NO. 08-216

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF COUNCIL BLUFFS, IOWA AND THE CITY OF EL HAJEB, MOROCCO.

WHEREAS, the cities of Council Bluffs and El Hajeb wish to enter into an agreement to foster goodwill between  
the two entities and encourage a learning environment for visitors to each location; and

WHEREAS, it is in the best interest of the City of Council Bluffs to enter into a Memorandum of Understanding  
with the international city of El Hajeb, Morocco.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA

That the Mayor is hereby authorized and directed to sign the Memorandum of Understanding attached hereto and  
made a part of this resolution.

ADOPTED  
AND  
APPROVED July 14, 2008

\_\_\_\_\_  
Thomas P. Hanafan, Mayor

ATTEST: \_\_\_\_\_  
Judith Ridgeley, City Clerk



## MEMORANDUM OF UNDERSTANDING

Whereas, in the spirit of friendship and goodwill, the cities of Council Bluffs, Iowa (U.S. City) and El Hajeb, Morocco (International City), agree:

1. To support and encourage visits by the citizens of both cities;
2. To promote and encourage citizens from both cities to share their experiences as a medium for learning from each other;
3. To develop a mutual understanding of the citizens of both cities by exchanging various information and material;
4. To encourage official visits between representatives from each community. The representatives can include, but are not limited to, civic, church, business, school and government officials.

The success of this endeavor will be the responsibility of each city with the support of the citizens of both Council Bluffs, Iowa (U.S. City) and El Hajeb, Morocco (International City).

*The foregoing instrument is acknowledged before us, on behalf of our two communities on this \_\_\_\_\_ day of \_\_\_\_\_, 2008, in the City of Council Bluffs, Iowa by Thomas P. Hanafan, Mayor (U.S. City) and \_\_\_\_\_ (Official) for the City of El Hajeb, Morocco.*

OFFICIAL FOR COUNCIL BLUFFS, IOWA      OFFICIAL FOR EL HAJEB, MOROCCO

\_\_\_\_\_  
Signature

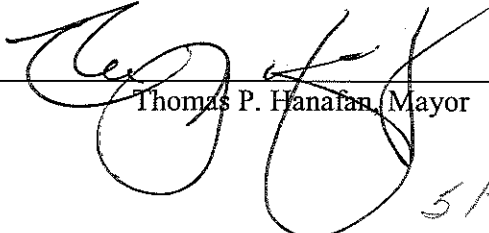
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Council Communication

Department:  Case/Project No.  Applicant.	Ordinance No. Resolution No. <u>08-219</u>	First Reading Second Reading Third Reading _____
<b>Subject/Title</b>		
Re-establishing the Position of Assistant Director of Finance		
<p>As the City Council confirms the hiring of a new Director of Finance, I am recommending re-establishing the position of Assistant Director of Finance in place of the current Accountant II position currently held by Linda Andersen. As Acting Director of Finance for the last 12 months, Linda has proven herself to be very adept at running the day to day operations of the entire Finance Department.</p> <p>Currently, Linda is the only Finance Department employee with global knowledge of the City's accounting, auditing, treasury, purchasing, and financial reporting functions. She was instrumental in acclimating the previous Director, Scott Sanders, to department operations and will fulfill this same role with the new Director.</p> <p>The wage cost to do this is estimated to be \$4,300 and can be absorbed in the current Finance Department budget. This will benefit the City by ensuring the general operations continue to run smoothly while the Director steers the department and City in the new direction that the Finance Department has taken.</p> <p>The City is moving forward with many complex and challenging projects. It is felt that establishing the position of Assistant Finance Director will enable the new Finance Director to focus on the innovative ideas started by his predecessor (i.e. development of cost center accounting and fund balance policies.) It is my plan that the Director would concentrate on community issues, working closely with developers and community leaders. He will be active in state financial affairs, bringing new ideas for public administration, improvement to the budgeting processes, identification of new revenue sources, financial analysis of TIF proposals, as well as safeguarding and improving the City's financial future.</p>		
<b>Recommendation</b>		
A resolution has been prepared to effectuate this change. Your support is appreciated.		

  
\_\_\_\_\_  
Thomas P. Hanafan, Mayor

5K

RESOLUTION NO. \_\_\_\_\_

A resolution re-establishing the position of Assistant Director of Finance to replace the position of Accountant II.

WHEREAS, the Mayor has recommended that the position of Assistant Director of Finance be re-established in place of the position of Accountant II

WHEREAS, the incumbent in the Accountant II position has the proven ability to manage the day to day operations of the Finance Department; and,

WHEREAS, whereas, this change will allow the Finance Director to focus on issues effecting the financial growth and development of this community; and

WHEREAS, the City Council has been fully advised as to the purpose of this change and finds it to be in the best interest of the City of Council Bluffs,

NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA:

That the position of Accountant II is abolished and in its place the position of Assistant Director of Public Works is hereby established effective 8-25-08.

Adopted  
And  
Approved \_\_\_\_\_, 2008

\_\_\_\_\_  
Thomas P. Hanafan Mayor

Attest \_\_\_\_\_  
Judith Ridegley City Clerk